UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA

UNITED STATES OF AMERICA	)	
	)	
Plaintiff,	)	
	)	
v.	)	CIV. NO. 7:02-CV-43
	)	
MARZONE, INC.; TIFCHEM PRODUCTS, INC.; KOVA FERTILIZERS, INC.; HERCULES INCORPORATED; GOLD-KIST, INC.; UNITED STATES STEEL CORPORATION (formerly USX CORPORATION); VELSICOL CHEMICAL CORPORATION; CHEVRON U.S.A., INC., (including CHEVRON CHEMICAL CO.); CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY; UNIVERSAL COOPERATIVE, INC.; GOLDEN SEED PROCESSORS, INC.; CHARLES RAY TAYLOR; TRAYLOR CHEMICAL & SUPPLY CO.; HARPER ENTERPRISES, INC.; CUSTOM FARM SERVICES, INC.; AIR PRODUCTS AND CHEMICALS, INC.; UNIROYAL CHEMICAL COMPANY; ESCA ROSA DEVELOPMENT CORPORATION; EL PASO CORPORATION; EL PASO TENNESSEE PIPELINE COMPANY EPEC POLYMERS, INC.; EXXON MOBIL CORPORATION and BOISE CASCADE CORPORATION,	)	HON. HUGH LAWSON
	)	
Defendants.	)	

SECOND AMENDED COMPLAINT

The United States of America ("United States"), by the authority of the Attorney General of the United States, and through the undersigned attorneys, acting at the request and on behalf of the Administrator of the United States Environmental

Protection Agency ("EPA"), alleges as follows:

INTRODUCTION

1. This is a civil action under Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, ("CERCLA"), 42 U.S.C. § 9607, for recovery of costs that have been incurred by the United States in response to a release or threatened release of hazardous substances at and from the Marzone, Inc./Chevron Chemical Company Superfund Site in Tifton, Georgia (the "Site"). The United States also seeks a declaratory judgment pursuant to Section 113(g) of CERCLA, 42 U.S.C. § 9613(g), that all Defendants are liable for future costs of removal and remedial action not inconsistent with the National Contingency Plan, 40 C.F.R. § 300, that will be incurred by the United States in connection with the Site.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), Section 113(b) of CERCLA, 42 U.S.C. § 9613(b), and 28 U.S.C. §§ 1331 and 1345.

3. Venue is proper in this District pursuant to Section 113(b) of CERCLA, 42 U.S.C. § 9613(b), and 28 U.S.C. § 1391(b) and (c), because the claims arose in this District and the release and threatened releases of hazardous substances that gave rise to the United States' claims occurred in this District.

DEFENDANTS

4. Defendant Marzone, Inc. ("Marzone") is a Georgia corporation with its principal place of business in Tifton, Georgia.

5. Defendant Tifchem Products, Inc. ("Tifchem Products") is a Georgia corporation with its principal place of business in Tifton, Georgia.

6. Defendants Chevron U.S.A., Inc., including Chevron Chemical Co., and Chevron Environmental Management Company ("Chevron") are Delaware corporations with their principal place of business in San Ramon, California.

7. Defendant Kova Fertilizers, Inc. and Kova of Georgia, Inc. ("Kova") are Indiana corporations with their principal place of business in Greenburg, Indiana.

8. Defendant Harper Enterprises, Inc. ("Harper") is a Georgia corporation with its principal place of business in Tifton, Georgia.

9. Defendant Hercules Incorporated ("Hercules") is a Delaware corporation with its principal place of business in Wilmington, Delaware.

10. Defendant Gold-Kist, Inc. ("Gold-Kist") is a Georgia corporation with its principal place of business in Atlanta, Georgia.

11. Defendant Velsicol Chemical Corporation ("Velsicol") is

a Delaware corporation with its principal place of business in Rosemont, Illinois.

12. Defendant United States Steel Corporation (formerly USX Corporation) is a Delaware corporation with its principal place of business in Pittsburgh, Pennsylvania. U.S. Steel is the successor to U.S. Steel Corp., including the USS Agri-Chemicals Division of U.S. Steel Corp.

13. Defendant Universal Cooperative, Inc. ("Universal Cooperative") is a Minnesota corporation with its principal place of business in Minneapolis, Minnesota.

14. Defendant Custom Farm Services, Inc. ("Custom Farm Services") is a Georgia corporation with its principal place of business in Reynolds, Georgia.

15. Defendant Traylor Chemical & Supply Company ("Traylor") is a Florida corporation with its principal place of business in Orlando, Florida.

16. Defendant Estech, Inc. is a Delaware corporation with its principal place of business in Oakbrook, Illinois.

17. Defendant Air Products and Chemicals, Inc. ("Air Products") is a Delaware corporation with its principal place of business in Allentown, Pennsylvania. Air Products is the successor by statutory merger to Escambia Chemical Corporation, formerly Eschemco Corporation.

18. Defendant Boise Cascade Corporation ("Boise Cascade")

is a Delaware corporation with its principal place of business in Boise, Idaho.

19. Defendant Esca Rosa Development Corporation, formerly known as Escambia Chemical Corporation, was a Delaware corporation with its principal place of business in Boise, Idaho. In 1969, EBASCO, the parent corporation of Esca Rosa Development Corporation, merged into Boise Cascade. On December 31, 1972, Esca Rosa Development Corporation liquidated its assets and transferred its remaining assets to Boise Cascade. Boise Cascade expressly assumed all of Esca Rosa Development Corporation's liabilities.

20. Defendant Golden Seed Processors, Inc. ("Golden Seed Processors") is a Georgia corporation with its principal place of business in Tifton, Georgia.

21. Defendant Uniroyal Chemical Company ("Uniroyal") is a Delaware corporation with its principal place of business in Greenwich, Connecticut.

22. Defendants El Paso Corporation, El Paso Tennessee Pipeline Company, and EPEC Polymers, Inc. are Delaware corporations with their principal place of business in Houston, Texas.

23. Defendant Exxon Mobil Corporation is a New York corporation with its principal place of business in Fairfax, Virginia.

24. Defendant Charles Ray Taylor is an individual residing in Tifton, Georgia.

GENERAL ALLEGATIONS

25. EPA listed the Site on the National Priorities List ("NPL") on October 4, 1989. Initially, the Site consisted of a 3 acre area, including a 1.68 acre area known as the Chevron plant. After further investigation, EPA determined that hazardous substances also came to be located at a 1.3 acre area known as the Golden Seed plant. Hazardous substances have also come to located at drainage ditches abutting a railroad line, a pooling area around the south culvert to the north of the railroad, a wetlands area south of the spur line, Gum Creek, a wooded wetland area south of Gum Creek and groundwater underlying the entire Site. The Site encompasses the areas where hazardous substances have come to be located.

26. In 1950, Chevron Chemical Company purchased the Chevron plant and formulated agricultural chemicals there until 1970.

27. In 1970, Chevron Chemical Company sold the Chevron plant to Billy Mitchell. Shortly after Mr. Mitchell purchased the plant, he transferred ownership to Tifton Chemical Company ("Tifton Chemical"), which formulated agricultural chemicals there until 1977.

28. In 1977, Tifton Chemical sold the Chevron plant to Tifchem Products, which continued to formulate agricultural

chemicals at the plant. In 1979, the Farmer's Bank of Tifton acquired the Chevron plant from Tifchem Products, through a foreclosure sale.

29. In 1980, Defendant Marzone purchased the Chevron plant from Farmer's Bank of Tifton and formulated agricultural chemicals at the plant until 1982.

30. In 1982, Defendant Kova acquired a lien held by Farmer's Bank of Tifton on the Chevron plant and became the owner through a foreclosure sale.

31. In 1985, Milan, Inc. acquired the Chevron plant from Kova.

32. In 2001, Milan, Inc. sold the Chevron plant to Harper Enterprises, Inc. Harper Enterprises, Inc. is the current owner of the Chevron plant.

33. Beginning in 1954, Southeastern Liquid Fertilizer Company ("Selfco") operated the Golden Seed plant and formulated agricultural chemicals there.

34. In 1964, Selfco merged into Escambia Chemical Corporation ("Escambia I"), and Escambia I and continued formulating agricultural chemicals at the Golden Seed plant.

35. In 1969, Escambia I sold the Golden Seed plant to Eschemco Corporation, and Escambia I changed its name to Esca Rosa Development Corporation. Eschemco Corporation changed its name to Escambia Chemical Corporation ("Escambia II") and

continued Escambia I's operations.

36. In 1969, Escambia II sold the Golden Seed plant to Custom Farm Services, Inc.

37. In 1973, Custom Farm Services, Inc. sold the Golden Seed plant to IMC Global, then known as International Minerals and Chemicals ("IMC").

38. In 1973, IMC sold the Golden Seed plant to Tifton Chemical.

39. In 1977, Tifton Chemical sold the Golden Seed plant to Tifchem Products in connection with the sale of the Chevron plant.

40. In 1980, Farmer's Bank of Tifton acquired the Golden Seed plant from Tifchem Products through a foreclosure sale and sold the Golden Seed plant to Marzone in connection with the sale of the Chevron plant to Marzone.

41. In 1982, Kova purchased the Golden Seed plant through a foreclosure sale, in connection with the sale of the Chevron plant. Kova then sold the Golden Seed plant to Golden Seed Processors in 1985.

42. In 2001, Golden Seed Processors sold the Golden Seed plant to Charles Ray Taylor, who is the current owner of the Golden Seed plant.

43. From 1950 to 1970, Chevron operated the Chevron plant to formulate chemical products containing hazardous substances,

including, but not limited to, chlordane, DDT, dieldrin, endrin, heptachlor, malathion, methyl and ethyl parathion, manganese, toxaphene, and dinoseb. From 1950 to 1970, Chevron disposed of such hazardous substances at the Chevron plant.

44. On information and belief, the formulation and processing of agricultural chemicals by Chevron at the Chevron plant resulted in the release of hazardous substances throughout the Site. Those hazardous substances pose a threat of further release from the Site.

45. From 1954 to 1973, the operators of the Golden Seed plant operated the Golden Seed plant to formulate chemical products containing hazardous substances. The operators disposed of hazardous substances at the Golden Seed plant, including, but not limited to manganese and dinoseb.

46. On information and belief, there was a release of hazardous substances from the Golden Seed plant to other portions of the Site and to groundwater. Those hazardous substances pose a threat of further release from the Site.

47. From 1973 to 1985, the Chevron plant and Golden Seed plant were under common ownership and/or operation as one facility, by Tifton Chemical, Tifchem Products and Marzone. On information and belief, the formulation and processing of agricultural chemicals by said operators at this facility resulted in the release of hazardous substances throughout the

Site. Those hazardous substances pose a threat of further release from the Site.

48. During the time that Kova owned the Chevron and Golden Seed plants, drums and packages containing hazardous substances were strewn about the plants, leaking and spilling hazardous substances into the environment.

49. Section 107(a) of CERCLA, 42 U.S.C. §9607(a), provides in pertinent part:

> Notwithstanding any other provision or rule of law, and subject only to the defenses set forth in subsection (b) of this section --
>
> (1) the owner and operator of a . . . facility,
>
> (2) any person who at the time of disposal of any hazardous substances owned or operated any facility at which hazardous substances were disposed of,
>
> (3) any person who by contract, agreement, or otherwise arranged for disposal or treatment . . . of hazardous substances owned or possessed by such person, by any other party or entity, at any facility . . . owned or operated by another party or entity and containing such hazardous substances. . .
>
> * * *
>
> from which there is a release, or a threatened release which causes the incurrence of response costs, of a hazardous substance, shall be liable for --
>
> (A) all costs of removal or remedial action incurred by the United States Government . . . not inconsistent with the national contingency plan. . . .

42 U.S.C. § 9607(a).

50. The Site is generally contaminated with the numerous hazardous substances, including but not limited to, Lindane,

Alpha-BHC, DDT, DDE, DDD, Endrin, Toxaphene, chlordane, endrin ketone, endrin, diedrin, dinoseb, heptachlor, ethylbenzene, methyl and ethyl parathion, xylene, arsenic, chromium, lead, zinc, trichloroethane, beryllium, cadmium, copper, nickel, vanadium, aluminum, manganese, iron, ammonia, dioxin, and chloroform.

51. The Site is a facility as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

52. A release of hazardous substances at or from the Site has occurred. There is a threat of further release of hazardous substances from the Site.

53. To date, the United States has incurred costs of removal or remedial action in response to a release or threatened release of a hazardous substance at or from the Site. The United States continues to incur response costs, including costs of enforcement.

FIRST CLAIM FOR RELIEF
(Cost Recovery against Owner/Operators of Site at the Time of Disposal of Hazardous Substances)

54. Plaintiff realleges and incorporates by reference paragraphs 1 through 53 as if fully set forth herein.

55. Defendants Chevron Chemical Company; Tifchem Products, Inc.; Kova Fertilizers, Inc.; Marzone, Inc.; Air Products and Chemicals, Inc. (formerly Escambia II); Esca Rosa Development Corporation (formerly Escambia I); Custom Farm Services, Inc.;

and Golden Seed Processors, Inc. (hereinafter "Owner/Operator Defendants") owned and/or operated facilities within the Site. Defendant Boise Cascade Corporation is the successor to the liability of Escambia I, and thus is also an Owner/Operator Defendant.

56. During the time that each of the above Owner/Operator Defendants owned and/or operated the facilities within the Site, the disposal of hazardous substances occurred at the areas of ownership and/or operation.

57. The Owner/Operator Defendants are liable under CERCLA as the owners and/or operators of a facility at the time of disposal of hazardous substances, from which facility there has been a release or a threatened release of a hazardous substance.

58. The Owner/Operator Defendants are jointly and severally liable to the United States under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for all costs of removal and remedial action incurred by the United States in connection with the Site that are not inconsistent with the National Contingency Plan.

SECOND CLAIM FOR RELIEF
(Cost Recovery against
Current Owners of the Site)

59. Plaintiff realleges and incorporates by reference paragraphs 1 through 53 as if fully set forth herein.

60. Defendants Harper Enterprises, Inc. and Charles Ray Talyor currently own portions of the Site.

61. Defendants Harper Enterprises, Inc. and Charles Ray Talyor are liable under CERCLA as the owners of a facility from which there has been a release and from which there is a threatened release of a hazardous substance.

62. Defendants Harper Enterprises, Inc. and Charles Ray Talyor are jointly and severally liable to the United States under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for all costs of removal and remedial action incurred by the United States in connection with the Site that are not inconsistent with the National Contingency Plan.

THIRD CLAIM FOR RELIEF
(Cost Recovery against
Hercules as the Owner of Tank from which
There Were Releases of Hazardous Substances)

63. Plaintiff realleges and incorporates by reference paragraphs 1 through 53 as if fully set forth herein.

64. Defendant Hercules Incorporated installed and maintained toxaphene tanks at the Chevron plant beginning when Chevron owned and operated the plant. Subsequent owners and operators also used the tanks, including Marzone. Throughout the time that the tanks were used, Hercules retained ownership of the tanks and the toxaphene in the tanks until removed by the plant operators. During the time that Hercules owned the storage tanks, toxaphene was released from the storage tanks.

65. Hercules also filled the tanks with toxaphene from tanker trucks operated by Hercules. In the process of filling

the tanks, toxaphene was released from the tanks and the tanker trucks. On information and belief, the toxaphene released and spilled from the tanks has commingled with other contamination at the Site, and poses a threat of continued release.

66. Defendant Hercules is liable under CERCLA as the owner and operator of facilities from which there has been a release of a hazardous substance which has caused the incurrence of costs of removal and remedial action.

67. Defendant Hercules is jointly and severally liable to the United States under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for all costs of removal and remedial action incurred by the United States in connection with the Site that are not inconsistent with the National Contingency Plan.

FOURTH CLAIM FOR RELIEF
(Cost Recovery against
Hercules as an Arranger)

68. Plaintiff realleges and incorporates by reference paragraphs 1 through 53 as if fully set forth herein.

69. Defendant Hercules arranged to send hazardous substances, including toxaphene, which it owned and possessed, to the Site for the purpose of formulation and processing by the operators at the Site, including Tifton Chemical, on behalf of Hercules. The formulation and processing operations generated wastes containing hazardous substances, which were disposed of through spills, cleaning of equipment, formulation operations, or

production of batches that did not meet specifications. By arranging for the formulation and processing of its hazardous substances, through operations that inherently involved disposal of hazardous substances, Defendant Hercules arranged for the disposal of hazardous substances at the Site. The hazardous substances owned or possessed by Hercules are present at the Site.

70. Defendant Hercules is liable under CERCLA as a person who arranged for disposal of hazardous substances, which it owned or possessed, by another entity at a facility owned and operated by the other entity and containing such hazardous substances, from which facility there has been a release or a threatened release of a hazardous substance.

71. Defendant Hercules is jointly and severally liable to the United States under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for all costs of removal and remedial action incurred by the United States in connection with the Site that are not inconsistent with the National Contingency Plan.

FIFTH CLAIM FOR RELIEF
(Cost Recovery against
Gold-Kist as an Arranger)

72. Plaintiff realleges and incorporates by reference paragraphs 1 through 53 as if fully set forth herein.

73. Defendant Gold-Kist arranged to send hazardous substances, including malathion, which it owned and possessed, to

the Site for the purpose of formulation and processing by the operators at the Site, including Tifton Chemical and Tifchem Products, on behalf of Gold Kist. The formulation and processing operations generated wastes containing hazardous substances, which were disposed of through spills, cleaning of equipment, formulation operations, or production of batches that did not meet specifications. By arranging for the formulation and processing of its hazardous substances, through operations that inherently involved disposal of hazardous substances, Defendant Gold Kist arranged for the disposal of hazardous substances at the Site. The hazardous substances owned or possessed by Gold-Kist are present at the Site.

74. Defendant Gold-Kist is liable under CERCLA as a person who arranged for disposal of hazardous substances, which it owned or possessed, by another entity at a facility owned and operated by the other entity and containing such hazardous substances, from which facility there has been a release or a threatened release of a hazardous substance.

75. Defendant Gold-Kist is jointly and severally liable to the United States under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for all costs of removal and remedial action incurred by the United States in connection with the Site that are not inconsistent with the National Contingency Plan.

SIXTH CLAIM FOR RELIEF
(Cost Recovery against
United States Steel Corporation
as an Arranger)

76. Plaintiff realleges and incorporates by reference paragraphs 1 through 53 as if fully set forth herein.

77. Defendant United States Steel Corporation, through its predecessor the USS Agri-Chemical Division of U.S. Steel Corp., arranged to send hazardous substances, including methyl parathion, which it owned and possessed, to the Site for the purpose of formulation and processing by the operators at the Site, including Tifton Chemical, on behalf of U.S. Steel. The formulation and processing operations generated wastes containing hazardous substances, which were disposed of through spills, cleaning of equipment, formulation operations, or production of batches that did not meet specifications. By arranging for the formulation and processing of its hazardous substances, through operations that inherently involved disposal of hazardous substances, Defendant United States Steel Corporation arranged for the disposal of hazardous substances at the Site. The hazardous substances owned or possessed by U.S. Steel are present at the Site.

78. Defendant United States Steel Corporation is liable under CERCLA as a person who arranged for disposal of hazardous substances, which it owned or possessed, by another entity at a facility owned and operated by the other entity and containing

such hazardous substances, from which facility there has been a release or a threatened release of a hazardous substance.

79. Defendant United States Steel Corporation is jointly and severally liable to the United States under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for all costs of removal and remedial action incurred by the United States in connection with the Site that are not inconsistent with the National Contingency Plan.

SEVENTH CLAIM FOR RELIEF
(Cost Recovery against
Velsicol Chemical
Corporation as an Arranger)

80. Plaintiff realleges and incorporates by reference paragraphs 1 through 53 as if fully set forth herein.

81. Defendant Velsicol Chemical Corporation arranged to send hazardous substances, including endrin, which it owned and possessed, to the Site for the purpose of formulation and processing by the operators at the Site, including Tifchem Products, on behalf of Velsicol. The formulation and processing operations generated wastes containing hazardous substances, which were disposed of through spills, cleaning of equipment, formulation operations, or production of batches that did not meet specifications. By arranging for the formulation and processing of its hazardous substances, through operations that inherently involved disposal of hazardous substances, Defendant Velsicol arranged for the disposal of hazardous substances at the

Site. The hazardous substances owned or possessed by Velsicol are present at the Site.

82. Defendant Velsicol is liable under CERCLA as a person who arranged for disposal of hazardous substances, which it owned or possessed, by another entity at a facility owned and operated by the other entity and containing such hazardous substances, from which facility there has been a release or a threatened release of a hazardous substance.

83. Defendant Velsicol is jointly and severally liable to the United States under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for all costs of removal and remedial action incurred by the United States in connection with the Site that are not inconsistent with the National Contingency Plan.

EIGHTH CLAIM FOR RELIEF
(Cost Recovery against Universal Cooperative as an Arranger)

84. Plaintiff realleges and incorporates by reference paragraphs 1 through 53 as if fully set forth herein.

85. Defendant Universal Cooperative, Inc. arranged to send hazardous substances, including malathion, which it owned and possessed, to the Site for the purpose of formulation and processing by the operators at the Site, including Tifton Chemical and Tifchem Products, on behalf of Universal Cooperatives. The formulation and processing operations generated wastes containing hazardous substances, which were

disposed of through spills, cleaning of equipment, formulation operations, or production of batches that did not meet specifications. By arranging for the formulation and processing of its hazardous substances, through operations that inherently involved disposal of hazardous substances, Defendant Universal Cooperative arranged for the disposal of hazardous substances at the Site. The hazardous substances owned or possessed by Universal Cooperative are present at the Site.

86. Defendant Universal Cooperative is liable under CERCLA as a person who arranged for disposal of hazardous substances, which it owned or possessed, by another entity at a facility owned and operated by the other entity and containing such hazardous substances, from which facility there has been a release or a threatened release of a hazardous substance.

87. Defendant Universal Cooperative is jointly and severally liable to the United States under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for all costs of removal and remedial action incurred by the United States in connection with the Site that are not inconsistent with the National Contingency Plan.

NINTH CLAIM FOR RELIEF
(Cost Recovery against Uniroyal Chemical Company as an Arranger)

88. Plaintiff realleges and incorporates by reference paragraphs 1 through 53 as if fully set forth herein.

89. Defendant Uniroyal arranged to send hazardous substances, including dinoseb, which it owned and possessed, to the Site for the purpose of formulation and processing by the operators at the Site, including Tifchem Products, on behalf of Uniroyal. The processing operations generated spillage of wastes containing hazardous substances. By arranging for the processing of its hazardous substances, through operations that inherently involved disposal of hazardous substances, Defendant Uniroyal arranged for the disposal of hazardous substances at the Site. The hazardous substances owned or possessed by Uniroyal Chemical Company are present at the Site.

90. Defendant Uniroyal is liable under CERCLA as a person who arranged for disposal of hazardous substances, which it owned or possessed, by another entity at a facility owned and operated by the other entity and containing such hazardous substances, from which facility there has been a release or a threatened release of a hazardous substance.

91. Defendant Uniroyal is jointly and severally liable to the United States under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for all costs of removal and remedial action incurred by the United States in connection with the Site that are not inconsistent with the National Contingency Plan.

TENTH CLAIM FOR RELIEF
(Cost Recovery against Traylor Chemical
& Supply Company as an Arranger)

92. Plaintiff realleges and incorporates by reference paragraphs 1 through 53 as if fully set forth herein.

93. Defendant Traylor arranged to send hazardous substances, including manganese, which it owned and possessed, to the Site for the purpose of formulation and processing by the operators at the Site, including Tifchem Products, on behalf of Traylor. The processing operations generated spillage of wastes containing hazardous substances. By arranging for the processing of its hazardous substances, through operations that inherently involved disposal of hazardous substances, Defendant Traylor arranged for the disposal of hazardous substances at the Site. The hazardous substances owned or possessed by Traylor are present at the Site.

94. Defendant Traylor is liable under CERCLA as a person who arranged for disposal of hazardous substances, which it owned or possessed, by another entity at a facility owned and operated by the other entity and containing such hazardous substances, from which facility there has been a release or a threatened release of a hazardous substance.

95. Defendant Traylor is jointly and severally liable to the United States under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for all costs of removal and remedial action incurred by

the United States in connection with the Site that are not inconsistent with the National Contingency Plan.

ELEVENTH CLAIM FOR RELIEF
(Cost Recovery against
Estech, Inc. as an Arranger)

96. Plaintiff realleges and incorporates by reference paragraphs 1 through 53 as if fully set forth herein.

97. Defendant Estech, Inc. arranged to send hazardous substances, including methyl parathion, which it owned and possessed, to the Site for the purpose of formulation and processing by the operators at the Site, including Tifton Chemical, on behalf of Estech, Inc. The processing operations generated spillage of wastes containing hazardous substances. By arranging for the processing of its hazardous substances, through operations that inherently involved disposal of hazardous substances, Estech, Inc. arranged for the disposal of hazardous substances at the Site. The hazardous substances owned or possessed by Estech, Inc. are present at the Site.

98. Estech, Inc. is liable under CERCLA as a person who arranged for disposal of hazardous substances, which it owned or possessed, by another entity at a facility owned and operated by the other entity and containing such hazardous substances, from which facility there has been a release or a threatened release of a hazardous substance.

99. Defendant Estech is jointly and severally liable to the

United States under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for all costs of removal and remedial action incurred by the United States in connection with the Site that are not inconsistent with the National Contingency Plan.

TWELFTH CLAIM FOR RELIEF
(Cost Recovery against
Exxon Mobil Corporation as an Arranger)

100. Plaintiff realleges and incorporates by reference paragraphs 1 through 53 as if fully set forth herein.

101. Defendant Exxon Mobil arranged to send hazardous substances, which it owned and possessed, to the Site for the purpose of formulation and processing by the operators at the Site, including Tifton Chemical, on behalf of Exxon Mobil. The processing operations generated spillage of wastes containing hazardous substances. By arranging for the processing of its hazardous substances, through operations that inherently involved disposal of hazardous substances, Exxon Mobil arranged for the disposal of hazardous substances at the Site. The hazardous substances owned or possessed by Exxon Mobil are present at the Site.

102. Exxon Mobil is liable under CERCLA as a person who arranged for disposal of hazardous substances, which it owned or possessed, by another entity at a facility owned and operated by the other entity and containing such hazardous substances, from which facility there has been a release or a threatened release

of a hazardous substance.

103. Defendant Exxon Mobil is jointly and severally liable to the United States under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for all costs of removal and remedial action incurred by the United States in connection with the Site that are not inconsistent with the National Contingency Plan.

THIRTEENTH CLAIM FOR RELIEF
(Cost Recovery against El Paso Corporation, El Paso Tennessee Pipeline Company and EPEC Polymers, Inc. as Arrangers)

104. Plaintiff realleges and incorporates by reference paragraphs 1 through 53 as if fully set forth herein.

105. Defendants El Paso Corporation, El Paso Tennessee Pipeline Company and EPEC Polymers, Inc. arranged to send hazardous substances, including toxaphene, which they owned and possessed, to the Site for the purpose of formulation and processing by the operators at the Site, including Tifton Chemical, on their behalf. The processing operations generated spillage of wastes containing hazardous substances. By arranging for the processing of its hazardous substances, through operations that inherently involved disposal of hazardous substances, El Paso Corporation, El Paso Tennessee Pipeline Company and EPEC Polymers, Inc arranged for the disposal of hazardous substances at the Site. The hazardous substances owned or possessed by El Paso Corporation, El Paso Tennessee Pipeline Company and EPEC Polymers, Inc are present at the Site.

106. El Paso Corporation, El Paso Tennessee Pipeline Company and EPEC Polymers, Inc are liable under CERCLA as persons who arranged for disposal of hazardous substances, which it owned or possessed, by another entity at a facility owned and operated by the other entity and containing such hazardous substances, from which facility there has been a release or a threatened release of a hazardous substance.

107. Defendants El Paso Corporation, El Paso Tennessee Pipeline Company and EPEC Polymers are jointly and severally liable to the United States under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for all costs of removal and remedial action incurred by the United States in connection with the Site that are not inconsistent with the National Contingency Plan.

FOURTEENTH CLAIM FOR RELIEF
(Declaratory Judgment
against All Defendants)

108. Plaintiff realleges and incorporates by reference paragraphs 1 through 107 as if fully set forth herein.

109. Plaintiff is entitled to entry of a declaratory judgment that the Defendants are jointly and severally liable for all future costs of removal and remedial action incurred in response to a release or threatened release of a hazardous substance at or from the Site, not inconsistent with the National Contingency Plan.

PRAYER FOR RELIEF

WHEREFORE, the United States prays that this Court:

A. Enter judgment against all Defendants, jointly and severally, in favor of the United States for all previously unreimbursed costs of removal and remedial action incurred by the United States in response to the release or threatened release of a hazardous substance at or from the Site, plus interest;

B. Enter a declaratory judgment against all Defendants and in favor of the United States declaring the Defendants liable, jointly and severally, for all costs of removal or remedial action to be incurred by the United States in response to the release or threatened release of a hazardous substance at or from the Site, not inconsistent with the National Contingency Plan; and

C. Grant such other relief as the Court deems just and proper.

Respectfully submitted,

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